

into any contract with anyone residing in Pennsylvania. I have never availed myself of Pennsylvania laws. I have never participated in any meetings in Pennsylvania. I have no family in Pennsylvania. I have no business interests or property (real or personal) in Pennsylvania. I have never been a party to any lawsuit filed in Pennsylvania, with the exception of the present case.

4. I am not affiliated with, have no ownership interest in, am not employed by, or otherwise involved with any of the entities that have been identified as party defendants in this lawsuit.
5. In October 2009, I was handed legal papers at my home in Houston, Texas that pertain to this lawsuit. At the time, I was heavily medicated after having been hospitalized for a lengthy period of time. I did not accept service for any company identified as defendants in this lawsuit. The notation on the return of service for Butcher Boy LTD d/b/a Butcher Boy and IBG Systems LTD d/b/a Butcher Boy that indicates I am a "Managing Agent" is incorrect. I have no affiliation with these entities and I am not an "agent" or "managing agent" for them.
6. Within the 20 day period following my receipt of the legal papers, I contacted Christy Adams at the Adams Renzie law firm regarding the lawsuit. I specifically informed Ms. Adams that I have no affiliation with the entities named in the lawsuit and I specifically asked Ms. Adams about alternatives to my appearance in the lawsuit. Ms. Adams inquired into the status of certain entities and the potential availability of insurance for those entities. I offered to assist Ms. Adams if I could.
7. On February 2, 2010, in furtherance of our prior discussion, Ms. Adams called me and asked if I would respond to additional questions regarding insurance. I said that I would. She then sent me an email, a true and correct copy of which is attached hereto as Exhibit A1. As stated in the email, Ms. Adams acknowledged our prior oral communications and asked that I look through materials for past insurance. Later the same day, I responded to Ms. Adams' email and notified her that I did not have insurance coverage for the entities in question. In closing, I also invited Ms. Adams to contact me if I could be of further assistance. I received no further communication from Ms. Adams or anyone from her firm.
8. On February 22, 2010, I learned that a motion for default judgment had been filed against me. I was surprised to learn of the motion for default judgment because I had not heard from Ms. Adams as

to how I could be of further assistance to her. I immediately called several attorneys offices to respond to the motion for default judgment. After those firms did not return my phone calls, I contacted and retained Chamberlain, Hrdlicka, White, Williams & Martin on February 24 to respond to the lawsuit as it is not, and never has been, my intent to default. Rather, I believed I was working cooperatively with Ms. Adams regarding her insurance inquiries and related questions in lieu of my personal participation in the lawsuit.

FURTHER Affiant sayeth not.



William Lasar, III.

SUBSCRIBED TO AND SWORN TO this 25th day of February, 2010.



Notary Public in and for the State of Texas

My commission expires: 6-1-2012

